



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

This is  
11417-III IIII

11417-III IIII  
RECORDATION NO. 11417-III IIII  
FILED 1980

U-365A082

DEC 31 1980 -3 40 PM

December 22, 1980

DEC 30 1980

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Date.....  
Fee \$21.00

ICC Washington, D. C.

RE: Filing of Supplementary Rider No. 5 ("Rider") dated  
as of April 8, 1980 to Car Leasing Agreement 4683  
("Lease") between North American Car Corporation ("NAC")  
and Johnson & Johnson Baby Products Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an  
executed counterpart and four certified true copies of the  
Rider, which has been assigned to General Electric Credit and  
Leasing Corporation ("Assignee"), pursuant to a Bailment  
Agreement and Assignment of Leases ("Bailment Agreement")  
dated as of December 18, 1978 and amended on November 15, 1979  
and recorded with the Interstate Commerce Commission on January  
23, 1980, under Recordation No. 11417. Please record this Rider  
under that Recordation number.

The equipment is covered in the Rider and the names and addresses  
of the parties are as follows. The address of the Lessor, North  
American Car Corporation, is 222 South Riverside Plaza, Chicago,  
Illinois 60606 and the address of the above named Lessee is  
501 George Street, New Brunswick, New Jersey 08903. Please  
cross index this filing against the name of that Lessee

The Rider supplements the Lease by subjecting the equipment  
described in the Rider to the terms of the Lease, thereby  
leasing the same to the Lessee. The Bailment Agreement provides  
that NAC shall hold, lease, maintain and perform certain  
administrative and other services with respect to the equipment  
covered by the Lease and that NAC assigns to Assignee all its  
interest in, but not its obligations under, the Lease (including  
amounts received or credited for mileage compensation relating  
to that leased equipment). The equipment covered by the Lease  
has been or is to be sold to Assignee.

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DOCKET FILES  
BRANCH

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

Page 2

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

enclosure

11417-*llllllll*  
RECORDATION NO. *llllllll* Filed 1425

C E R T I F I C A T E

DEC 31 1980 -3 40 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 5 to Car Leasing Agreement 4683 between North American Car Corporation and Johnson & Johnson Baby Products Company dated April 8, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

*Laura A. Kelly*

(SEAL)

My Commission Expires 12/31/1983

KEEP  
ICC FILE COPY  
11417-*llllllll*

RIDER NO. 1  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 4683

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Two (2)	PD 4000 cubic foot capacity hopper cars, for shipment of Talc (NAHX 390228 & 390229)	\$655.00

Notwithstanding anything in this Rider or Car Leasing Agreement No. 4683 dated June 8, 1978 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner whatsoever for any reason whatsoever of \$82.50 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of lining. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever. It is further understood and agreed that said amortization as described in this paragraph shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released from the lining shop for delivery to Lessee, over a base of 288.2 as was reported for November, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

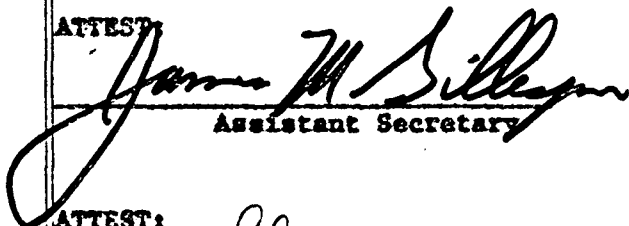
For each mile in excess of  $\frac{20,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 8th day of April, 1980.

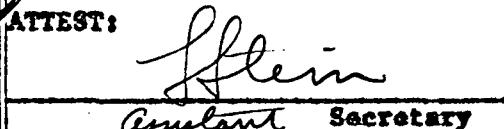
ATTEST:

  
Assistant Secretary

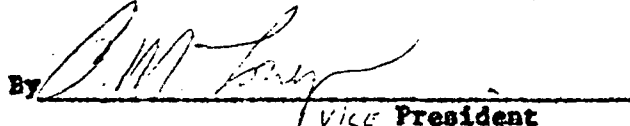
NORTH AMERICAN CAR CORPORATION

By   
Vice President

ATTEST:

  
Assistant Secretary

JOHNSON & JOHNSON BABY PRODUCTS COMPANY

By   
Vice President

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

March 25, 1978

Johnson & Johnson Baby Products Co.  
220 Centennial Avenue  
Piscataway, New Jersey 08854

RE: Car Leasing Agreement 4683  
Rider No. 1

Gentlemen:

Effective the date the cars covered under Rider No. 1 to Car Leasing Agreement 4683 are delivered, the following shall apply:

"Notwithstanding anything in this Rider or Car Leasing Agreement No. 4683 dated June 5, 1978 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner or for any reason, whatsoever, of \$71.00 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of leasing. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever."

All other terms and conditions of the aforesaid Car Leasing Agreement 4683, Rider No. 1 shall remain in full force and effect.

Please sign and return to us three copies of this letter to indicate your acceptance of the foregoing amendment.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

BY

*Richard C. Spivey*  
Vice President

ACCEPTED:

JOHNSON & JOHNSON BABY PRODUCTS CO.

BY

*James L. Berry*  
(Title) Director, Distribution & Planning

DATED

*April 23, 1980*

CAR LEASING AGREEMENT 4683  
RIDER NO. 5

State of Illinois )  
 ) SS:  
County of Cook )

On this 6<sup>th</sup> day of April, 1980, before me personally appeared R. C. Henderson, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Laura Calabrese  
Notary Public  
My Commission expires 8-19-83

State of New Jersey )  
 ) SS:  
County of Middlesex )

On this 25<sup>th</sup> day of August, 1980, before me personally appeared P. M. Lonergan, to me personally known, who, being by me duly sworn, says that he is a Vice President of Johnson & Johnson Baby Products Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Janet J. Mastandino  
Notary Public  
My Commission expires \_\_\_\_\_

JANET T. MASTANDINO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 4, 1982